

**TRANSMITTAL AND NOTICE OF APPROVAL OF  
STATE PLAN MATERIAL**

FOR: HEALTH CARE FINANCING ADMINISTRATION

1. TRANSMITTAL NUMBER:

0 3 --- 0 1

2. STATE

MO

3. PROGRAM IDENTIFICATION: TITLE XIX OF  
THE SOCIAL SECURITY ACT (MEDICAID)

4. PROPOSED EFFECTIVE DATE

TO: REGIONAL ADMINISTRATOR  
HEALTH CARE FINANCING ADMINISTRATION  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

5. TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN ☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN ☒ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)

6. FEDERAL STATUTE/REGULATION CITATION:

7. FEDERAL BUDGET IMPACT:

a. FFY 2003 \$ 0b. FFY 2004 \$ 0

8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:

See Attachment

9. PAGE NUMBER OF THE SUPERSEDES PLAN SECTION  
OR ATTACHMENT (If Applicable):

See Attachment

10. SUBJECT OF AMENDMENT:

Cooperative Interagency Agreements to remain in the State Plan. The agreements are between the Department of Social Services, Division of Medical Services and the attached Non-Emergency Medical Transportation entities. These agreements were incorrectly requested for removal and should remain in the State Plan.

11. GOVERNOR'S REVIEW (Check One)

☒ GOVERNOR'S OFFICE REPORTED NO COMMENT *ue*  
☐ COMMENTS OF GOVERNOR'S OFFICE ENCLOSED  
☐ NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL☐ OTHER, AS SPECIFIED:

12. SIGNATURE OF STATE AGENCY OFFICIAL:

13. TYPE NAME:

Steve Roling

14. TITLE:

Director

15. DATE SUBMITTED:

3/21/03

16. RETURN TO:

Division of Medical Services  
615 Howerton Court  
P.O. Box 6500  
Jefferson City, MO 65102-6500**FOR REGIONAL OFFICE USE ONLY**

17. DATE RECEIVED:

3/24/03

18. DATE APPROVED:

MAY 02 2003

**PLAN APPROVED - ONE COPY ATTACHED**

19. EFFECTIVE DATE OF APPROVED MATERIAL:

07/01/95

20. SIGNATURE OF REGIONAL OFFICIAL:

21. TYPED NAME:

Thomas W Lenz

22. TITLE:

ARA for Medicaid &amp; Children's Health

23. REMARKS:

SPA CONTROL

Date Submitted: 03/21/03

Date Received: 03/24/03

cc:  
Roling  
Vadner  
Waite

CO DSG/DIATA

**Non-Emergency Medical Transportation Agreements  
to Remain Active in State Plan**

Attachment No.	Name	TN Number	Supersedes Number	Effective Date	CMS Approval
4.16-145	Kansas City Area Transportation Authority	95-37	New	7/1/95	11/6/95
4.16-155	University of MO-MO Kidney Program	95-38	New	7/1/95	11/6/95
4.16-161	Dept. of Health Non-Emergency Medical Transportation Administration	96-27	95-46	10/1/96	1/23/97
4.16-168	Dept. of Health Head Injury Program Non-Emergency Medical Transportation	00-07	96-31	1/1/00	5/5/00
4.16-173	City of Excelsior Springs	96-06	New	1/1/96	5/2/96
4.16-174	Pike County SB 40/ New Era Retire. Home	96-06	New	1/1/96	5/2/96
4.16-175	Osage County Concerned Citizens for the Handicapped	96-07	New	1/1/96	5/2/96
4.16-176	Bi-State Development Agency of the Missouri- Illinois Metropolitan District	96-07	New	1/1/96	5/2/96
4.16-179	Marion County Board of Services for Developmentally Disabled	96-25	New	1/1/96	11/26/96
4.16-180	Nevada City Hospital	96-25	New	7/1/96	11/26/96
4.16-182	City of Jefferson	97-03	New	7/1/97	10/21/97
4.16-183	City Utilities of Springfield	97-06	New	7/1/97	8/15/97
4.16-187	City of Poplar Bluff	97-25	New	9/1/96	1/7/98

**MISSOURI DEPARTMENT OF SOCIAL SERVICES  
DIVISION OF MEDICAL SERVICES TITLE XIX TRANSPORTATION  
OPERATING ASSISTANCE AGREEMENT**

**I  
STATEMENT OF PURPOSE**

This Agreement is entered into by the Department of Social Service, Division of Medical Services (DSS/DMS) and the Kansas City Area Transportation Authority (KCATA) for the administration of scheduled transportation services for Missouri Medicaid eligible individuals served by KCATA to obtain nonemergent but medically necessary, Missouri Medicaid covered services. DSS/DMS and KCATA will:

1. Make every effort to provide the most efficient and cost effective non-emergency medical transportation (NEMT) services available to Medicaid eligible individuals served by KCATA.
2. Assure scheduled transportation services for individuals eligible to receive Medicaid on the day services are provided, who have no other transportation resources, to and/or from covered scheduled Missouri Medicaid medical services in the most appropriate, least costly manner.

**II  
RESPECTIVE RESPONSIBILITIES**

DSS/DMS agrees to:

1. Reimburse KCATA the Title XIX federal share of actual and reasonable costs established for the provision of medically necessary transportation provided by KCATA. Reimbursement is based upon the estimated operating cost of KCATA as determined from KCATA's estimated annual operating budget (Appendix B). The rate of reimbursement for the eligible administration of medically necessary transportation costs will be the Title XIX federal share (50%). The estimated operating cost will be reviewed in March of each year and the estimated cost per mile may be adjusted in March of each year.
2. Provide KCATA access to the information necessary to properly provide and seek reimbursement for administration of medically necessary transportation.
3. Review administrative payments made to KCATA to ensure that NEMT services are provided in the most efficient and cost effective manner and that payments do not duplicate other Medicaid NEMT payments.
4. Provide written instructions, technical assistance, and necessary consultation to staff of KCATA regarding the responsibilities assumed within the terms of this agreement.

TN No. 95-37

Supersedes TN No. New Material

*Reinstated*

Approval Date **MAY 02 2003**

Effective Date 07/01/95

KCATA agrees to:

1. Provide professional, technical and clerical staff to conduct administrative functions necessary for the proper and efficient administration of medically necessary transportation;
2. Maintain the confidentiality of client records and eligibility information received from DSS/DMS and use that information only in the administration, technical assistance and coordination of activities authorized under this agreement. KCATA shall not disclose to third parties confidential factual matter provided by DSS/DMS except as may be required by statute, ordinance, or order of the Court, or as authorized by DSS/DMS. KCATA shall notify DSS/DMS immediately of any request of such information. KCATA shall provide DSS/DMS with copies of all Medicaid Daily Trip forms with each monthly administrative claim.
3. Submit its estimated operating cost annually as part of its Estimated Operating Budget (Appendix B). An estimated cost per mile is determined by dividing the Total Administrative Operating Expense by the estimated total miles. KCATA will be allowed a variance of five percent between the estimated cost per mile and the actual cost per mile.
4. Certify to DSS/DMS the provision of the non-federal share for transportation services via completion of DSS/DMS "Certification of General Revenue". KCATA will be required to include this in its Application for Funds from DSS/DMS Title XIX Transportation Operating Assistance Program (Appendix A) and on each administrative claim.
5. Submit administrative claims monthly in a format approved by DSS/DMS. Claims submitted to DSS/DMS must include a certification that costs have been incurred in the performance of the contract and a record of actual costs. These claims will be certified by the signature of the authorized agent of KCATA.
6. Submit in March of each year a financial status report which includes the actual net operating cost and actual cost per mile for the current fiscal year's activity. The allowed cost per mile may be adjusted if the variance between the estimated cost per mile and the actual cost per mile is greater than five percent.
7. Accept responsibility for disallowances and incur the penalties of same resulting from the activities associated with this agreement. Return to DSS/DMS any federal share which is deferred or ultimately disallowed or both arising from the administrative claims submitted to DSS/DMS by KCATA.
8. Maintain all necessary documentation for a minimum of five (5) years that supports the administrative claims, actual operating budget and actual cost per mile, and provide the Health Care Financial Administration (HCFA) any necessary data for auditing purposes.
9. Consult with DSS/DMS on issues arising out of this agreement. Conduct all activities recognizing the authority of the single state Medicaid agency in the administration of the Medicaid State Plan on issues, policies, rules and regulations on program matters.

10. Meet with DSS/DMS on a regular basis, at least annually, to exchange information regarding policy and procedure relating to the efficient administration of medically necessary transportation.
11. Allow DSS/DMS and HCFA, or any of their representatives, full access to and the right to examine, during normal business hours and as often as DSS/DMS or HCFA deems necessary, all of KCATA's records with respect to all matters covered by this contract. Such representatives shall be permitted to audit under the guidelines of OMB Circular A-128 "Audits of State and Local Governments," or OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions," and examine and make excerpts or transcripts from such records and other matters covered by this contract. Such rights shall last for five years beyond the longer of the following periods: (a) the period during which any property acquired with funds provided pursuant to this contract is used for purposes for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (b) the period during which KCATA retains ownership or possession of such property.
12. Maintain in amount and form satisfactory to DSS/DMS such insurance as will be adequate to protect KCATA in case of accident. If permitted by law, KCATA may maintain a self-insurance program in lieu of purchasing insurance coverage. KCATA shall verify compliance with this section by submitting a copy of its certificate of insurance, or if self-insured, a copy of its self-insurance plan.
13. Hold harmless and indemnify DSS/DMS, its agents, employees and assigns, from every expense, liability or payment arising out of any negligent act or omission committed in the performance of this contract by KCATA, its employees or subcontractors.
14. Nondiscrimination assurance: With regard to work under this agreement, KCATA agrees as follows:
  - A. Civil Rights Statutes: KCATA shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title Vi and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as any applicable titles of the Americans with Disabilities Act. In addition, if KCATA is providing services or operating programs on behalf of DSS/DMS, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

- B. Nondiscrimination: KCATA shall not discriminate on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention for subcontractors, including procurement of materials and leases of equipment. KCATA shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5 including employment practices.
- C. Solicitations for Subcontracts, Including Procurement of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of KCATA. In all solicitations either by competitive bidding or negotiation made by KCATA for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by KCATA of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- D. SECTION 504 ASSURANCES AND THE AMERICANS WITH DISABILITIES ACT OF 1990: KCATA shall comply with all the requirements imposed by the U.S. Department of Transportation regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 (and any subsequent amendments thereto) set forth in 49 CFR Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by other Federal Department or Agencies.

15. KCATA agrees to accept and abide by the terms and conditions of 49 CFR Parts 40, 651 and 653 mandating drug and alcohol testing.

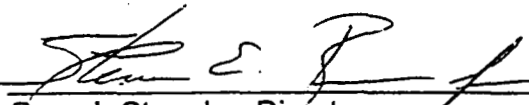
### III

#### TERMS OF THIS AGREEMENT


- 1. The period of this Operating Assistance Agreement shall begin April 1, 1995. This agreement may be terminated upon any of the following conditions:
  - A. If, by any cause, KCATA shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if KCATA shall violate any of the covenants, agreements, or stipulations contained herein, DSS/DMS shall have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after written notice is sent to KCATA describing such default or violation.

- B. The DSS/DMS may terminate this Agreement without recourse in the event that, for any reason, federal/state funds are not appropriated, allotted, or available to DSS/DMS for the purpose of meeting DSS/DMS's obligation hereunder. DSS/DMS will provide written notice of such termination to KCATA at least five (5) days prior to the effective date of termination.
  - C. The KCATA may terminate this Agreement without recourse in the event that, for any reason, state/local funds are not appropriated, allotted, or available to KCATA for the purpose of meeting KCATA's obligation hereunder. KCATA will provide written notice of such termination to DSS/DMS at least five (5) days prior to the effective date of termination.
  - D. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least forty-five (45) days in advance of such termination date.
2. If KCATA fails to comply with the nondiscrimination provisions of this Agreement, DSS/DMS shall impose such contract sanctions as it or HCFA may determine to be appropriate, including but not limited to:
    - A. Withholding of payments to transportation agency under the Agreement until KCATA complies;
    - B. Cancellation, termination or suspension of the Agreement, in whole or part, or both.
  3. Any change in the Agreement, whether by modification or supplementation or both, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of KCATA and DSS/DMS.
  4. None of the project activities described in appendixes A or B shall be subcontracted without the prior written consent of DSS/DMS. All subcontracts shall be subject to the terms and conditions of this Agreement. KCATA, however, shall remain responsible for the proper completion of the project notwithstanding the subcontract.
  5. KCATA shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement whether by assignment or novation, without the prior written consent of DSS/DMS.
  6. The Agreement shall be construed according to the laws of the state of Missouri. KCATA shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

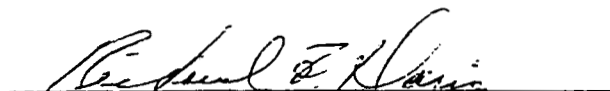
7. KCATA shall not be reimbursed for administration of medically necessary medical transportation services incurred prior to or after the project period. Post audit activities will be conducted by DSS/DMS.
8. Reimbursement received, as a result of this agreement, shall not be used to reduce the amount KCATA has allowed for non-emergency medical transportation of Missouri Medicaid eligible individuals or to reduce its existing transportation program.

  
 Gary J. Stangler, Director  
 Department of Social Services

8/10/95  
 Date

  
 Donna Checkett, Director  
 Division of Medical Services

8/10/95  
 Date

  
 Richard F. Davis, General Manager  
 Kansas City Area Transportation Authority

June 27, 1995  
 Date



**APPLICATION FOR FUNDS FROM  
THE DEPARTMENT OF SOCIAL SERVICES DIVISION OF MEDICAL SERVICES  
TITLE XIX TRANSPORTATION OPERATING ASSISTANCE PROGRAM  
AND CERTIFICATION OF GENERAL REVENUE**

Fiscal Year July 1, \_\_\_\_ through June 30, \_\_\_\_

**SECTION I. General Information**

Name of Entity \_\_\_\_\_

Address \_\_\_\_\_ Contact Person \_\_\_\_\_

\_\_\_\_\_  
Telephone Number \_\_\_\_\_

**SECTION II. Program Description**

A. Area of Service

B. Days and Hours of Operation

C. Estimated total trips, miles for fiscal year, cost per mile and Medicaid cost

- |                                                                                                    |       |
|----------------------------------------------------------------------------------------------------|-------|
| 1. Estimated total one-way trips to be provided                                                    | _____ |
| 2. Estimated Medicaid medical one-way trips                                                        | _____ |
| 3. Estimated total vehicle miles to be operated<br>(for entire transportation program)             | _____ |
| 4. Total Administrative & Operating expense<br>(for entire transportation program) (Appendix B C.) | _____ |
| 5. Estimated Cost per mile (#4 / #3)                                                               | _____ |
| 6. Estimated Medicaid Miles                                                                        | _____ |
| 7. Estimated Operating Cost (Medicaid) (#5 * #6)                                                   | _____ |

D. Transportation Sources

Year/Make/Type	Handicapped Equipped		Passenger Capacity	Owned	Leased
	Yes	No			
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Vehicles Leased and Owned \_\_\_\_\_

If additional space is needed, attach additional sheet.

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Approval Date MAY 02 2003

Effective Date 07/01/95

**Section III Description of Transportation Program** (i.e. special circumstances, coordination of efforts and other factors which affect your program). Describe how you will assure transportation provided is the least expensive for the level of service required for the patient's condition. If additional space is needed, attach additional sheet.

#### SECTION IV. Transportation Operating Expenses, Funding Sources

##### Funding Sources

Name of Funding Sources for Transportation	1. Local Funding	2. State General Revenue	3. Total
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
<b>Total</b>	\$ _____	\$ _____	\$ _____

- A. Total revenue used for all transportation  
(Total #3.) \$ \_\_\_\_\_
- B. Estimated operating cost of Medicaid  
transportation (Section II. C. 7.) \$ \_\_\_\_\_
- C. Total revenue certified to be used for medical  
transportation for Medicaid eligible individuals  
(Cannot exceed A.) \$ \_\_\_\_\_

The agency also certifies that costs for which reimbursement will be requested are not being claimed, or used to support requests from any other grant program.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
AGENCY

TN No. 95-37

Supersedes TN No.          New Material

*Reinstated* MAY 02 2003  
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